

IFB-06-14-NELHA
NOTICE TO INTERESTED PARTIES
IMPORTANT PLEASE READ BEFORE DOWNLOADING

This solicitation is provided to you for information purposes and is not an official document unless you register your company.

If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided you register your company by phone, fax or email for this specific solicitation.

To register your company, please provide the information specified under "Registration". If you do not register your company, any applicable Addenda will not be sent to you, and your offer will be automatically rejected and not considered for award.

REGISTRATION:

Phone No.: (808) 586-9312
FAX No.: (808) 586-2526
E-Mail Address: bids@dbedt.hawaii.gov

Provide the following information:

⊕ Name of Company	⊕ Mailing Address
⊕ Name of Contact Person	⊕ Telephone Number
⊕ Facsimile Number	⊕ Solicitation Number

THERE ARE TWO WAYS TO RECEIVE A COPY OF THIS SOLICITATION:

1. Request a copy of this Solicitation to be mailed or delivered:

Phone No.: (808) 586-9312
FAX No.: (808) 586-2526
E-Mail Address: bids@dbedt.hawaii.gov

Provide the following information:

⊕ Name of Company	⊕ Mailing Address
⊕ Name of Contact Person	⊕ Telephone Number
⊕ Facsimile Number	⊕ Solicitation Number
⊕ Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)	

2. Download this solicitation from the following pages provided you register your company as stated above.

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
"NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY"

"SECURITY SERVICES"

SOLICITATION No. IFB-06-14-NELHA

Sealed bids will be received up to and publicly opened at 11:00 a.m. (HST)

On

May 10, 2006

in the Administrative Services Office/Contracts, No. 1 Capitol District, 250 S. Hotel St., 5th Floor, Room 510-D, Honolulu, Hawaii, 96813.

Questions relating to this bid solicitation may be directed to Ms. Eileen Harada, phone (808) 586-9312 or facsimile (808) 586-2526.

TABLE OF CONTENTS

Notice to Bidders	4
Introduction, Significant Dates, Official Contact Person.....	7
Specifications	10
Special Provisions.....	18
Bid Form	28
Exhibits:	
OFFER-OF-1	Exhibit A
Tax Clearance Application	Exhibit B
DLIR Application	Exhibit C
Hawaii Administrative Rules	Exhibit D
Certificate for Final Payment (SPO Form-22	Exhibit E

NOTICE TO BIDDERS

SEALED BIDS will be received up to and publicly opened at 11:00 a.m., HST, DATE in the Administrative Services Office/Contracts, Department of Business, Economic Development, and Tourism (DBEDT), STATE of Hawaii, No. 1 Capitol District, 250 South Hotel Street, 5th Floor, Room 510D Honolulu, Hawaii, 96813 for:

"NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY"

SOLICITATION No. IFB-06-14-NELHA

Pursuant to the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, the State of Hawaii Department of Business, Economic Development, and Tourism (DBEDT) NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY (NELHA) is soliciting bids to provide SECURITY SERVICES.

Project Description:

The project requires supplying all labor and materials related to providing security services at the NELHA facility in Kailua-Kona, Hawaii.

Requirements:

All written questions must be submitted to the DBEDT/Administrative Services Office/Contracts by 4:00 p.m., Hawaii Standard Time (HST) on May 3, 2006.

All prospective bidders may attend a non-mandatory pre-bid conference scheduled for 10:00 a.m. HST on APRIL 28, 2006 at the Natural Energy Laboratory of Hawaii Authority (NELHA) at Keahole Point near Kailua-Kona, Hawaii. Attendance is not mandatory, but potential bidders are encouraged to attend the meeting. Costs relating to attendance at the meeting shall be the responsibility of the attendee and shall not be reimbursed by the STATE.

Bids shall be received up to 11:00 a.m. HST on May 10, 2006 in the Administrative Services Office/Contract, DBEDT, State of Hawaii, No. 1 Capitol District, 5th Floor, Room 510-D, 250 South Hotel Street, Honolulu, Hawaii, 96813. Bid documents may be obtained from said office between the hours of 8:30 a.m. to 11:30 a.m. and 1:30 p.m. to 4:00 p.m., Monday through Friday, except for STATE holidays or at DBEDT website at www.hawaii.gov/dbedt/info/bidfiles. All interested parties must register with said office at the time a bid document is requested.

PLEASE NOTE: REGISTRATION IS MANDATORY.

All bids must comply with the Invitation for Bids (IFB). Bidders are encouraged to carefully read the IFB. Bids must be submitted on DBEDT bid forms **with an original signature. If possible, blue ink is preferred.**

All bids must comply with the Hawaii Administrative Rules (HAR) Section 3-122-112 (Exhibit D). Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of § 103D-310(c), HRS:

- 1) Chapter 237, tax clearance;
- 2) Chapter 383, unemployment insurance;
- 3) Chapter 386, workers' compensation;
- 4) Chapter 392, temporary disability insurance;
- 5) Chapter 393, prepaid health care; and
- 6) One of the following:
 - a. Be registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawaii business"; or
 - b. Be registered to do business in the State, hereinafter referred to as a "compliant non-Hawaii business".

Eileen Harada for
Theodore E. Liu, Director
Department of Business, Economic Development, and
Tourism, State of Hawaii

CAUTION!!!!!!

1. **ALL BIDS MUST BE SUBMITTED ON DBEDT BID FORMS. FAILURE TO SUBMIT ON SUCH FORMS MAY RESULT IN DISQUALIFICATION.**
2. **ALL INTERESTED PARTIES MUST REGISTER WITH THE DBEDT ADMINISTRATIVE SERVICES/CONTRACTS OFFICE. REGISTRATION SHALL CONSIST OF CONTACTING THAT OFFICE TO REQUEST A COPY OF THIS SOLICITATION.**
3. **ALL WRITTEN QUESTIONS AND SUBSTITUTION REQUESTS MUST BE SUBMITTED TO THE DBEDT/ADMINISTRATIVE SERVICES OFFICE/CONTRACTS BY THE DATE AND TIME INDICATED ON THE SIGNIFICANT DATES SECTION.**
4. **ALL BIDS MUST BE RECEIVED BY THE DBEDT ADMINISTRATIVE SERVICES/CONTRACTS OFFICE BY THE DATE AND TIME INDICATED ON THE SIGNIFICANT DATES SECTION.**
5. **BID SUBMISSIONS MUST INCLUDE AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT SUCH ORIGINAL MAY RESULT IN DISQUALIFICATION. IF POSSIBLE, AN ORIGINAL SIGNATURE IN BLUE INK IS PREFERRED.**
6. **BIDDERS ARE CAUTIONED TO MAKE PRIOR ARRANGEMENTS TO ENSURE DELIVERY BY THE BID DUE DATE.**

Bid and registration forms are available at the:

**Department of Business, Economic Development, and Tourism
Administrative Services Office / Contracts
No. 1 Capitol District
250 So. Hotel Street, 5th Floor, Room 510-D
Honolulu, Hawaii 96813
www.hawaii.gov/dbedt/info/bidfiles**

Contact person: Eileen Harada
808-586-9312
bids@dbedt.hawaii.gov

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

**INTRODUCTION, SIGNIFICANT DATES, AND
OFFICIAL CONTACT PERSON**

INTRODUCTION, SIGNIFICANT DATES AND OFFICIAL CONTACT PERSON

A. INTRODUCTION

The objective of this solicitation is to provide all labor and materials to secure the NELHA in Kailua-Kona. All work shall be carried out on a site owned by the State of Hawaii NELHA at Keahole Point near Kailua-Kona, Hawaii.

B. SIGNIFICANT DATES

Advertising of IFB	April 19, 2006
Issuance of IFB	April 19, 2006
Pre-bid Conferences/Site Visit	April 28, 2006
Deadline for Bidders Questions 4:00 P.M., HST,	May 3, 2006
Deadline for Addenda.....	May 5, 2006
Sealed Bids Due	May 10, 2006

All prospective bidders may attend a non-mandatory pre-bid conference scheduled for 10:00 a.m. HST on APRIL 28, 2006 at the Natural Energy Laboratory of Hawaii Authority (NELHA) at Keahole Point near Kailua-Kona, Hawaii. Attendance is not mandatory, but potential bidders are encouraged to attend the meeting. Costs relating to attendance at the meeting shall be the responsibility of the attendee and shall not be reimbursed by the STATE.

C. OFFICIAL CONTACT PERSON

The official contact person for all communication regarding the IFB is:

Eileen Harada
Department of Business, Economic Development, and Tourism
Administrative Services Office/Contracts
No. 1 Capitol District
250 S. Hotel St., 5th Floor, Room 510-D
Honolulu, Hawaii 96813
Telephone: (808) 586-9312
Email: bids@dbedt.hawaii.gov

Prospective Bidders shall carefully review this solicitation. Comments and questions concerning this IFB shall be made in writing and submitted by the Deadline for Bidders Questions in the Significant Dates section. This shall allow issuance of any necessary amendments to the IFB. Official responses to bidders' timely questions shall be made through written addenda and issued to all bidders who have registered with DBEDT.

D. BONDS: Bid, performance, and payment bonds are not required for this solicitation.

E. GENERAL TERMS AND CONDITIONS (GTC)

1. GTC, dated 4/15/96, included by reference, and copies are available at the DBEDT, Administrative Services Office/Contracts Office on Oahu and on the internet at <http://www.hawaii.gov/dbedt/info/bidfiles>, Goods and Services.

F. STATUTORY REQUIREMENTS OF SECTION 103-55, HAWAII REVISED STATUTES (HRS)

Bidders are advised that Section 103-55, HRS, provide that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the periods of the contract, CONTRACTOR shall be obliged to provide wages not less than those increased wages.

In the event of a wage increase to public employees during the contract period, the CONTRACTOR shall apply for an increase in contract price, including additional cost for those benefits required by Statute, i.e. federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance and prepaid public health insurance.

The CONTRACTOR shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees or the CONTRACTOR may include such notice with each paycheck furnished to the employee.

STATE OF HAWAII
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

SPECIFICATIONS

“SECURITY SERVICES” SPECIFICATIONS

A. OBJECTIVE

The work to be performed under this contract shall consist of providing security services for the State of Hawaii, Natural Energy Laboratory of Hawaii Authority (NELHA) at Keahole Point, near Kailua-Kona, Hawaii. The services provided by the CONTRACTOR shall include all labor, materials, equipment and other incidentals necessary to accomplish the following tasks:

B. SCOPE OF WORK

1. CONTRACTOR shall ensure that all work described herein, to include each part of said work, shall be complete in every respect and coordinated with any follow-up on phase or sequence of work.
2. CONTRACTOR shall provide one security officer per shift to provide daily foot and vehicle patrols of the NELHA facility on a 24/7 (full time) basis Monday – Sunday, including State and Federal holidays. CONTRACTOR is to supply their own vehicle for the vehicle patrols for each shift.
3. Security services shall be provided for the main NELHA fenced compound areas and buildings, for four (4) pump stations, at a security guard station location, at a public beach park, and for common areas along a 2.2 mile access road. Services shall also include opening and closing two vehicle gates.
4. During each foot and vehicle patrol, the CONTRACTOR shall:
 - a. Open and/or Close Gates. One gate is located at the Queen Kaahumanu Highway entrance to the facility. This gate must be opened daily at 0600 hrs. and closed at 2000 hrs. The second gate is located at NELHA’s southern boundary on an unpaved road. This gate must be opened at 0530 hrs. and closed at 1930 hrs.
 - b. Conduct conspicuous patrols by foot and vehicle a minimum of each hour along the NELHA paved access road to watch for suspicious and unusual conditions and enforce posted public access and park regulations.
 - c. Ensure that security personnel shall use tact and good judgment to prevent or minimize disorders, quell disturbances and maintain law and order.
 - d. Ensure that security personnel shall prepare and submit incident reports to NELHA, covering in detail all disturbances, incidents and violations that were observed or reported during each daily tour of duty. Such report shall contain all pertinent facts available and the names of all persons involved and shall be in a format to be

prescribed by NELHA. Incidents reports shall also include recommendations to improve security whenever appropriate.

- e. Check various buildings within the main NELHA Research Compound to assure that they are locked and secure.
 - f. Check the NELHA pump stations during routine hourly patrols to monitor the status of NELHA seawater system.
 - g. Notify NELHA emergency response staff and/or the County of Hawaii police immediately of suspicious, unsafe and/or emergency conditions.
 - h. Notify members of the public that the NELHA gates at the highway and southern boundary will be closing and ensuring that the public has left the property by the time the gates are closed at 8:00 p.m. (2000 hrs.)
 - i. Upon the completion of each shift, CONTRACTOR shall ensure that security officers complete a Security Report/Log of activities encountered and accomplished during the shift and submit a copy of this report/log to NELHA.
5. CONTRACTOR shall ensure that the security guards assigned to the NELHA facility are thoroughly familiar with procedures prior to reporting to work. Evidence of satisfactory training in procedures must be presented by the assigned security officer in the form of a written statement from CONTRACTOR. Such statement shall include, but not be limited to, the number of training hours received and the officer's full legal name, social security number, home address, and date of birth.
6. CONTRACTOR shall select officers that have displayed courteous and cooperative behavior in previous work. Said officers shall at all times maintain a professional, courteous and cooperative relationship with STATE staff and business clients and visitors. These officers shall preserve order firmly without being abusive. CONTRACTOR shall, with the assistance of the STATE staff train the officers in interpreting and enforcing the rules and regulations relating to security of NELHA and its facilities.
7. CONTRACTOR shall ensure that all security officers are uniformed and shall maintain a neat and well-groomed appearance at all times.
8. CONTRACTOR shall provide its security officers with the following communication equipment: one (1) cell phone to rotate between each officer per shift. The CONTRACTOR shall provide one pair of binoculars to share between each roving patrol officer. Binocular is to be a minimum of 8-16X40 magnification and should be able to read a vehicles license plate number from a distance 50-100 yards. Maintenance and repair of all contractor-supplied equipment shall be the responsibility of the CONTRACTOR, and shall be performed in a timely manner.

9. CONTRACTOR shall ensure that assigned security officers shall promptly and satisfactorily respond to security calls made by the NELHA Operations Supervisor with regard to workstations, duties, assignments, and any and all work described herein.
10. CONTRACTOR shall, at the request of the STATE, remove and replace any security officer the STATE deems unable to perform the duties and responsibilities as defined in the general and detailed specifications herein and as defined in the STATE's standard operating procedures. The STATE's standard operating procedures are available for inspection at the NELHA facility.
11. The STATE shall have the authority to reduce or increase the total number of hours by providing as written notice to the CONTRACTOR a minimum of sixty (60) calendar days prior to the reduction or increase to the total number of hours.
12. CONTRACTOR shall be responsible for any repairs for property or equipment damaged by CONTRACTOR's employees.
13. CONTRACTOR shall provide insurance for the following prior to execution of the contract:
 - a. Fidelity bonding with a minimum coverage amount of \$50,000.00; and
 - b. Commercial general liability to include coverage for assault and battery with a minimum coverage amount of \$1 million.
14. CONTRACTOR shall provide bid security equal to at least 5% of the bid amount.
15. **ALTERNATIVE #1:** CONTRACTOR shall, upon request by the STATE, provide alternate security services according to the following schedule:
 - a. Monday - Friday

Swing Shift:	1600 – 2400 hrs.
Graveyard Shift:	2400 – 0600 hrs.
 - b. Saturdays, Sundays and State & Federal Holidays

Day Shift:	0600 – 1600 hrs.
Swing Shift	1600 – 2400 hrs.
Graveyard Shift	2400 – 0600 hrs.
16. **ALTERNATIVE #2:** CONTRACTOR shall, upon request by the STATE, provide additional security services during or after working hours at the same bid price per officer

per hour specified in the Agreement. However, if the regularly assigned security officers are requested by STATE, the same shall be subject to overtime regulations by the State of Hawaii, Department of Labor. Additional security services shall be authorized by way of issuance of a purchase order by STATE and shall be funded outside of the compensation encumbered under the Agreement and paid to CONTRACTOR in accordance with that Agreement. This does not guarantee the CONTRACTOR shall be selected for any security services provided on the premises outside of working hours. This work may require being able to respond to Civil Defense emergencies to close the NELHA Beach Park and shore within one to two hours of notification.

C. CONTRACTOR shall provide:

1. A uniformed security officer to perform the duties listed above on the prescribed days and during the prescribed hours.
2. A company vehicle to conduct prescribed road and facility patrols.
3. All labor, fuel, equipment, materials, supplies, supervision, and other incidentals necessary to satisfactorily perform the Scope of Work.
4. A contact number (phone or cell phone) for emergency response and on-site updates.

D. STATE shall provide:

1. Shift log reports.
2. Emergency response procedures and contact list.
3. Keys to the gates and premises.

E. WORK CONDUCT

1. GENERAL

The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best methods to provide services as specified herein. The CONTRACTOR shall further ensure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, STATE and local governmental agencies. CONTRACTOR shall:

- a. Proceed with the work described herein upon notification by the STATE.

- b. Employ, insofar as is reasonably possible, such methods and means of carrying out its work so as not to cause any interruption or interference to the business being conducted at the NELHA operations.
 - c. STATE reserves the right at any time to contract for or otherwise perform other or additional work within the contract zone limits of this Agreement. The CONTRACTOR of this project shall to the extent ordered by the STATE, conduct CONTRACTOR's work so as not to interfere with or hinder the progress or completion of the work performed by other CONTRACTORS.
-

2. WORK PERFORMANCE

The CONTRACTOR shall be solely responsible for the satisfactory completion and quality of all work performed as determined by STATE.

- a. The STATE of Hawaii shall hold the CONTRACTOR liable for all the acts of its employees.
- b. Should the CONTRACTOR discover any discrepancy in the specifications, the CONTRACTOR shall immediately notify the Officer-In-Charge before proceeding any further with the work, otherwise, CONTRACTOR will be held responsible for any cost involved in correction of work placed due to such discrepancy.
- c. Specifications are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases such as "the CONTRACTOR shall", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.

3. SAFE PERFORMANCE OF WORK

- a. The CONTRACTOR shall exercise care and shall provide all necessary protection to prevent injury and/or damage.
- b. The CONTRACTOR shall be required to protect the occupants and the general public from any unsafe conditions during the performance of services and/or as a result of the services.
- c. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of this solicitation as Exhibit C. The CONTRACTOR shall carefully read and strictly comply with its requirements.

F. QUALITY CONTROL AND INSPECTIONS

1. EXPECTED LEVEL OF SERVICE

The CONTRACTOR shall perform all services in a safe and efficient manner. The CONTRACTOR shall employ the best methods to provide services as specified herein. The CONTRACTOR shall further ensure that the performance of work specified herein shall be in complete compliance with any applicable rules and regulations of all federal, state, and local governmental agencies. The CONTRACTOR shall be solely responsible for the satisfactory completion and quality of all work performed as determined by STATE.

2. STATE'S INSPECTIONS

The Officer-In-Charge (OIC) or the OIC's representative reserves the right to monitor CONTRACTOR's job performance at any time. The OIC may require CONTRACTOR to accompany the OIC or the OIC's designated representative in conducting evaluations.

- G. EXAMINATION OF PREMISES.** The CONTRACTOR shall contact the OIC and obtain permission before visiting the site.
- H. CONDITIONS AT SITE.** Every person bidding on this project is expected to visit the site and examine the conditions and satisfy themselves as to the character and amount of the work to be performed. No additional allowance will be granted because of the lack of knowledge of such conditions.
- I. CONTRACTOR'S OPERATIONS.** The CONTRACTOR must employ such methods and means of carrying out his work so as not to cause any interruption or interference to the facility's operations. Where the CONTRACTOR'S operations would result in interrupt.
- J. PROTECTION OF PROPERTY.** The CONTRACTOR shall continually maintain adequate protection of all his work from damage and shall protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site. The CONTRACTOR shall repair, replace or pay the expense of repair of damages resulting from his fault or negligence.
- K. TIME SCHEDULE**

1. TERM OF CONTRACT

CONTRACTOR shall begin performing services on or about July 01, 2006 and all work shall be completed by June 30, 2007 unless sooner terminated as herein provided by the specifications and general conditions. This contract may be extended for a period not to exceed two (2) additional twelve (12) month periods. Such an extension shall be only upon a mutual agreement in writing at least sixty (60) days prior to the expiration of the existing agreement and provided that funds are available and the contract price remains the same or lower than the initial price bid, except for any allowable increase related to increased wages of public employees performing like work.

L. COMPENSATION

1. Award shall be made to the responsive and responsible bidder submitting the lowest price.
 2. Payments shall be made only after satisfactory completion of each task or service as specified herein.
-
3. The Awardee shall be required to obtain a current tax clearance from the STATE of Hawaii Department of Taxation and the Internal Revenue Service prior to entering into a contract with the STATE and again to receive final payment.
 4. If any work is not in full compliance with these specifications, the CONTRACTOR shall make all necessary corrections to the full satisfaction of the STATE and at no additional cost to the STATE. The CONTRACTOR shall perform corrective work within the period allowed by the Officer-In-Charge.

M. QUALITY CONTROL

1. In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of this IFB, the STATE reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due to the CONTRACTOR, the difference between the prices named in the Agreement and the actual cost thereof to the STATE.

In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided by law.

2. The offeror must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The Offeror must not require or depend on STATE staff to provide services activities in the event that program resources are not available due to the above situations.
3. When a disagreement arises between the Offeror and the STATE in regards to the performance of specific service requirements within contract specifications, the wishes of the STATE shall prevail. Failure on the part of the Offeror to comply shall be deemed cause for corrective action and subject to contractual remedies.
4. The STATE reserves the right to reduce, amend, or expand the "Scope of Services."

STATE OF HAWAII
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

SPECIAL PROVISIONS

**SPECIAL PROVISIONS –
“SECURITY SERVICES”**

A. BID PREPARATION

1. Bidder's Legal Name. Bidder is requested to submit its bid under its exact legal name as registered with the Department of Commerce and Consumer Affairs. Bidder shall indicate the exact legal name in the appropriate space(s) on the Bid Form.
2. Bid Form, OF-1. Bidder is requested to submit its bid using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Bid Form, Exhibit A. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Bid Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the bid shall automatically be rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.
3. Tax Liability. Work to be performed under this bid solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and Chapter 238, HRS, where applicable. Vendors are advised that the gross receipts derived from this bid solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4 percent, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the ½ percent use tax imposed by Chapter 22, HRS.
4. Hawaii General Excise Tax License. In accordance with Section 3.1 A of the General Terms and Conditions, bidder shall submit his/her current Hawaii General Excise Tax I.D. number in the space provided on Bid Form.
5. Bid Price. Bid price shall include all labor, equipment, transportation, all applicable taxes, and any and all other costs to be incurred to provide services as specified herein.
6. References. Bidder shall list on Bid Form at least three references for whom Bidder has performed similar ground maintenance services and who can, if necessary, attest to the Bidder's performance. References not specific to the maintenance services described in this IFB shall not be considered acceptable. It is expressly understood that the STATE reserves the right to seek additional references and that unfavorable references may be grounds for the rejection of any bid.

7. Offer Guaranty. A bid security deposit is not required for this bid. (Refer to Section 2.6 of the General Terms and Conditions.)
8. Notice of Intention to Bid. **Prospective bidders are not required to submit any notice of intention to bid.** This supersedes the language as described in paragraph 1.1 of the "General Conditions."
9. Submission of Bids. Bidders shall complete all pages of Bid Form and submit in a sealed envelope to:

Department of Business, Economic Development and Tourism
Administrative Services Office/Contracts
No. 1 Capitol District
250 South Hotel Street, 5th Floor, Room 510D
Honolulu, HI 96813

"Solicitation No. IFB-06-14-NELHA" shall be referenced on the outside of the sealed bid. Facsimiles shall not be accepted.

Sealed bids must be received in the Administrative Services Office/Contracts, no later than the Deadline for Bids in the Significant Dates section. Bids shall be time-stamped with the Administrative Services Office/Contracts time clock upon receipt. Late bids shall not be accepted. The Administrative Services Office/Contracts' time clock shall serve as the official time.

B. BIDDER QUALIFICATION

In addition to meeting the legal and other requirements of this IFB, bidder must meet these bidder qualification requirements to be considered for award.

1. Bidder shall have local office/representative in-place on the island of Oahu, at the time of bid opening. Bidder shall list on Bid Form the information on local office and/or responsible individual who can be contacted by the STATE on matters concerning this project.
2. This IFB is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103D and Subchapter 3-122, HAR. All Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any Bidder shall constitute admission of such knowledge on the part of such Bidder.

C. PREFERENCES

The following preferences shall apply to this solicitation. The bid price shall be adjusted for evaluation purposes only based on application of these preferences in the order specified below:

1. In-State CONTRACTOR. Preference shall be given to bidders within the State of Hawaii. Whenever a bidder selects and qualifies for an in-state CONTRACTOR preference, all prices from bidders who do not select or qualify under the in-state CONTRACTOR preference shall be increased by 5% for evaluation purposes. Bidders claiming this preference shall submit a tax clearance certified from the State of Hawaii, Department of Taxation with their proposal and must indicate a State of Hawaii business address.
2. Tax adjustment for out-of-state and tax exempt bidders. Where the bidder is an out-of-state vendor not doing business in the State or is a person exempted from paying the applicable general excise tax, the bid price, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax and the applicable use tax, however, the contract amount of any contract awarded shall be in the amount of the price offered without the amount of the increase.
3. Reciprocal. A resident offeror of the State of Hawaii may be given a reciprocal preference equal to the preference the out-of-state offeror would be given in their own state. If the out-of-state offeror's state has a preference comparable to a Hawaii preference, the reciprocal preference shall be equal to the amount the out-of-state preference exceeds the Hawaii preference.

D. CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such costs with any other bidder.
2. The costs which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

E. CANCELLATION OF IFB AND BID REJECTION:

The STATE reserves the right to cancel this IFB and to reject any and all bids in whole or in part when it is determined to be in the best interest of the STATE, as provided in Section 3-122-95 through 3-122-97, HAR.

F. BID OPENING:

Bids shall be opened publicly, and in the presence of two or more procurement officials at the Bid Opening date in the Significant Dates section on page 7. The bid register and Bidder's bids shall be open to public inspection upon posting of the award.

All bids and other material submitted by Bidders become the property of the STATE and may be returned only at the STATE's option.

The STATE's Award, if any, will be made within ninety (90) calendar days after the opening of bids. Unless extended by mutual agreement, the bid shall remain firm for the ninety (90) day period.

G. DISQUALIFICATION OF BIDS

The STATE reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the scope of services. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be disqualified without further notice.

Each bid shall be submitted in the format prescribed in this solicitation and all portions shall be addressed.

The Awardee(s) shall be required to obtain a current tax clearance from the State of Hawaii Department of Taxation and the Internal Revenue Service prior to entering into a contract with the State and again to receive final payment.

H. AWARD

Award shall be made to the responsible Bidder with the lowest responsive bid.

I. CONTRACTOR REQUIREMENTS:

1. TAX.

HRS Chapter 237 tax clearance requirement for award and final payment.

Instructions are as follows:

The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):

<http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Bidder, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency.

CONTRACTOR is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

2. DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, successful Bidder shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us/formsall.shtml.

The DLIR will return the form to the Bidder who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the Bidder, and must be submitted directly to the DLIR and not to the purchasing agency. However, the certificate shall be submitted to the purchasing agency.

3. DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

Compliance with Section 103(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive bidder shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency. A photo copy of the certificate is acceptable to the purchasing agency.

Hawaii business. A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

To obtain the Certificate, the Bidder must first be registered with BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. Other entities may also not be required to register with BREG, and it is the responsibility of the Bidder to determine whether it needs to register.

Online business registration and the Certificate are available at www.BusinessRegistration.com. To register or to obtain a “Certificate of Good Standing” by phone, call (808) 586-2727 (M-F &:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining a Certificate.

Timely Submission of all Certificates. The above certificated should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

J. BID AS PART OF THE CONTRACT

This IFB and the successful bid will be part of the contract.

K. ADDITIONS, AMENDMENTS AND CLARIFICATION TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulations, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Section 3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All materials given to or made available to the CONTRACTOR by virtue of this contract, which is identified as proprietary, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Bidder or the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS. The Bidder shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Bidder desires to remain confidential, subject to Section 3-122-58, HAR, in the case of an IFB, or Section 3-122-30, HAR, in the case of an IFB. The Bidder shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, delivers, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential, or proprietary material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with Chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the bidder protests under Chapter 3-1126, HAR. If the request to inspect the confidential or proprietary material is denied, the decision may be appealed to the Office of Information Practices in accordance with Section 92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state or county law.

Records Retention. The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years, the State is six (6) years, from the date of final payment under the Agreement.

Amendments to the GTC:

Subsection 2.1 Competency of Bidder. Paragraph one is rescinded and replaced with the following:

“Prospective Bidder must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Bidder to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Bidder to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Bidder who refuses to answer such inquiries will be considered non-responsive.

Subsection 2.5 Preparation of Bidder. Paragraph four is rescinded and replaced with the following:

“A Bidder may submit only one offer in response to a solicitation. If a Bidder submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, a Bidder may submit only one offer for each line item (if any) of a solicitation. If a Bidder submits more than one offer per line item, then all offers for that line item shall be rejected.”

CONTRACT PRICE ADJUSTMENT

At the release of this bid solicitation, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the CONTRACTOR may request for increase in contract price. The increase requested must result in increase in wages to the CONTRACTOR’S employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The CONTRACTOR’s request for increase must meet the following criteria:

1. At the time of a request, CONTRACTOR must provide documentation demonstrating compliance with Section 103-55 HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein.

Documentation shall include the employee payroll records and a statement that the employees are being utilized for this contract.

2. Request for increase must be made in writing to the STATE on a timely basis:
 - a. Request for increase during the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
 - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. CONTRACTOR shall contact the STATE designated representative to obtain the current wage information.

If the CONTRACTOR meets the above criteria in its request for contract price increases, the amount of increase shall be limited to the actual dollar increase in wages paid to the State position. The increase shall be reflected in either a change order or in the supplemental agreement issued for any extended period of the initial contract.

Clarifications to the GTC:

Subsection 2.7 Certification of Bidder concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsection 2.10 and 2.14 for the GTC that apply specifically to the IFB method of source selection are not applicable to RFP's. Also subsection 2.9 and 2.12 that apply specifically to the IFB method of source selection are not applicable to RFP's.

STATE OF HAWAII
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

BID

OFFERORS ARE TO COMPLETE AND SUBMIT THIS SECTION FOR THEIR BIDS.

BID
“SECURITY SERVICES”
SOLICITATION No. IFB-06-14-NELHA

Administrative Services Office/Contracts
Department of Business, Economic Development, and Tourism
No. 1 Capitol District
250 So. Hotel Street, 5th Floor, Room 510D
Honolulu, Hawaii, 96813

The undersigned has carefully read and understands the terms, conditions, and requirements specified in the Specifications, Special Provisions and General Provisions attached hereto and incorporated herein by reference, and hereby submits the following bid to perform the work specified herein, all in accordance with the true intent and meaning thereof:

The undersigned further understands and agrees to the following:

- That by submitting this bid, the undersigned is declaring that this bid is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited STATE contracts;
- That by submitting this bid, the undersigned is declaring that this bid is being made without collusion with any other person, firm, or corporation;
- Award, if any, will be made to the responsive and responsible bidder submitting the lowest total bid price;
- That liquidated damages for delays in completing the contract beyond the specified time of completion shall be based on the amount specified in the Special Provisions for each and every calendar day of delay; and
- That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with all wages, hours and working conditions in accordance with Section 103-55, Hawaii Revised Statutes.
- That the Director of the Department of Business, Economic Development, and Tourism reserves the right to reject any or all bids and waive any defects when in his opinion, such rejection or waiver is made in the best interest of the public.
- That if awarded a contract, the undersigned hereby commits to a minimum of two consultation sessions with the State.

The undersigned acknowledges receipt of any addendum issued by the Department of Business, Economic Development, and Tourism by recording in the space below the date of receipt:

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

The undersigned hereby certifies that the bid hereby attached has been carefully checked and is submitted as correct.

Respectfully submitted,

Exact Legal Name of Offeror (company name)

Authorized signature (attach corporate resolution or evidence of authorization to bind)

Title

Date

Street Address

City, STATE, Zip Code

Telephone No.

Mailing Address (if different from street address)

BIDDER INFORMATION:

State of Hawaii General Excise Tax (GET) License Number: _____

Federal Taxpayer Identification Number: _____

Type of Organization:

{ Individual { Partnership { Corporation { Joint Venture

If the bidder is a "dba" or a division of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

State of Incorporation: { Hawaii { Other: _____
(Indicate where)

State of Hawaii, Guard Agency License No. _____

Insurance Coverage:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
1. Commercial General Liability (\$1,000,000 per occurrence bodily injury and property damage)	_____	_____	_____
2 Workers' Compensation	_____	_____	_____
3. Temporary Disability	_____	_____	_____
1. Unemployment Insurance: State of Hawaii Labor No.	_____	_____	_____
5. Prepaid Health Carrier	_____	_____	_____

BID**PRIMARY PRICE** _____**ALTERNATIVE #1** _____**ALTERNATIVE #2** _____

Listed below are names and addresses of three (3) companies or government agencies for which the undersigned has provided or is currently providing security services. It is expressly understood that the STATE reserves the right to seek additional references and that unfavorable references may be grounds for the rejection of any kind.

	<u>Company</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Island of Oahu office address: _____

Island of Oahu office representative: _____
Name Phone_____
Signature of Authorized Representative of Bidder

Preferences:

The following preferences apply to this solicitation. A detailed discussion of each preference is included in the section entitled, "Special Provisions." Indicate which preferences apply.

1. In-State Contractor preference: { yes { no

If yes, indicate State of Hawaii business street address: _____

If yes, attach current (issued within 45 days of bid submittal) tax clearance from the STATE of Hawaii Department of Taxation. (Note: The bidder may wish to also obtain tax clearance from the Internal Revenue Service at the same time in order to fulfill this requirement if awarded a contract.)

2. Tax Adjustment:

Are you an out-of-state business? { yes { no

Is your organization tax exempt? { yes { no

3. Reciprocal Preferences:

List your principal place of business:

Street address, City, State, Zip Code

Are you registered with the State of Hawaii, Department of Commerce and Consumer Affairs to do business in the State of Hawaii? { yes { no

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

EXHIBIT A – OFFER FORM OF-1

EXHIBIT A

Department of Business, Economic Development, and Tourism
Administrative Services Office / Contracts
No. 1 Capitol District
250 So. Hotel Street, 5th Floor, Room 510D
Honolulu, Hawaii 96813

Dear Ms. Eileen Harada:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, Form 4/15/96, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents that it is: (Check ☒ one only)

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii, Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

* _____
Exact Legal Name of Company (Offeror)

E-mail Address: _____

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

OFFER FORM

OF-1

Revised 12/27/04

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

EXHIBIT B – TAX CLEARANCE

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION:

(PLEASE PRINT CLEARLY)

Applicant's Name _____

Address _____

City/State/Zip Code _____

DBA/Trade Name _____

2. TAX IDENTIFICATION NUMBER(S): (Complete applicable ID numbers)

FEDERAL EMPLOYER ID # _____

(FEIN)

SOCIAL SECURITY #(SSN) _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- | | | |
|---|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |
| <input type="checkbox"/> Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____ | | |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|---|---|
| <input type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> BULK SALES |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> PERSONAL |
| <input type="checkbox"/> OTHER _____ | <input type="checkbox"/> LOAN |

* IRS APPROVAL STAMP IS ONLY FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

6. SIGNATURE:

PRINT NAME

PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor

SIGNATURE

DATE

TELEPHONE

FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. **If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required.** Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII
IF APPLICABLE
/ /

HAWAII RETURNS FILED
IF APPLICABLE

20____ 20____ 20____

STATE APPROVAL STAMP

*IRS APPROVAL STAMP

CERTIFIED COPY STAMP

7. **CITY, COUNTY, OR STATE GOVERNMENT CONTRACT:** ☐ Bid/Entering Into a Contract ☐ Completion/Final Payment
For completion/final payment of contract, please provide the name and telephone number of the contact person at the State or County Agency.
Name: _____ Telephone Number: _____

8. **LIQUOR LICENSING:** ☐ Initial ☐ Renewal ☐ Transfer-Seller ☐ Transfer-Buyer ☐ Special Event
9. **CONTRACTOR LICENSING:** ☐ Initial ☐ Renewal
10. **STATE RESIDENCY:** DATE APPLICANT ARRIVED IN HAWAII _____
11. **ACCOUNTING PERIOD:** ☐ Calendar year ☐ Fiscal year ending _____
(MM/DD)

12. **TAX EXEMPT ORGANIZATION:**

A) Provide the Internal Revenue Code Section that applies to your exemption. _____
B) Does your organization file federal Form 990-T, Exempt Organization Business Income Tax Return? ☐ YES ☐ NO

13. **CORPORATION:** Parent's Corporation Name _____ FEIN _____
14. **INDIVIDUAL:** Spouse's Name _____ SSN _____

15. **IF YOU DO NOT HAVE A GENERAL EXCISE TAX LICENSE AND REQUIRE A TAX CLEARANCE FOR A GOVERNMENT CONTRACT:**

A) Has your firm had any business income in Hawaii prior to the Bid? ☐ YES ☐ NO
B) Does your firm have an office, inventory, property, employees, or other representatives in the State of Hawaii? ☐ YES ☐ NO
C) Has your firm provided any services within the State of Hawaii? ☐ YES ☐ NO

16. **FILING THE APPLICATION FOR TAX CLEARANCE:**

The completed application may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch. Applications which require an Internal Revenue Service Tax Clearance will be forwarded to the Internal Revenue Service after processing is completed by the Department of Taxation. Allow up to 10 to 15 business days for processing between the Department of Taxation and the Internal Revenue Service.

State Dept. of Taxation
TAXPAYER SERVICES BRANCH
P.O. BOX 259
HONOLULU, HI 96809-0259
TELEPHONE NO.: 808-587-4242
TOLL FREE: 1-800-222-3229
FAX NO.: 808-587-1488
or
830 PUNCHBOWL STREET, RM 124
HONOLULU, HI 96813-5094

Internal Revenue Service
WAGE & INVESTMENT DIVISION
-TC M/S H214
FIELD ASSISTANCE GROUP 562
300 ALA MOANA BLVD., #50089
HONOLULU, HI 96850
TELEPHONE NO.: 808-539-1555
FAX NO.: 808-539-1573
or
TAXPAYER ASSISTANCE CENTER
HONOLULU:
300 ALA MOANA BLVD., RM 1-128

Applications are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation's Forms By Fax/Mail request line on Oahu at 808-587-7572 or toll-free at 1-800-222-7572. The Tax Clearance Application, Form A-6, can be downloaded from the Department of Taxation's website (www.hawaii.gov/tax).

----- FOR OFFICE USE ONLY -----

TYPE OF TAX	TAX RETURNS FILED STATUS	Clerk's Initials	ITEMS RECEIVED
INCOME			
GENERAL EXCISE/USE			
HAWAII WITHHOLDING			
TRANSIENT ACCOMMODATIONS			
RENTAL MOTOR /TOUR VEHICLE			
UNEMPLOYMENT INSURANCE			
OTHER TAXES			

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

EXHBIT C – DLIR APPLICATION



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**FORM LIR#27 APPLICATION FOR
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

1. APPLICANT INFORMATION: (Please Type or Print Clearly)

*Applicant's Business Name			
Address	City	State	Zip Code
DBA/Trade Name			

* Business name must be the same name submitted with the applicant's bid or proposal.

2. IDENTIFICATION NUMBER(S): (Complete Applicable ID Numbers)

State Department of Labor Unemployment Insurance ID#	Federal Employer ID# (FEIN)
--	-----------------------------

3. EMPLOYERS: If you have a State Department of Labor Unemployment Insurance ID#, please skip question 3 only:

Do you currently have employee(s) working in the State of Hawaii? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you plan to have employee(s) work in the State of Hawaii? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

SEE INSTRUCTION SHEET FOR FILING INSTRUCTIONS. Failure to provide above required information on this application will result in a denial of this request. Unsigned applications will not be processed.

4. SIGNATURE:

Signature	Date	Telephone No. () ()	Fax No. () ()
Print Name		PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor	
Email Address			

NOTE: If this application is stamped "PENDING", another LIR#27 must be submitted when employees are performing services in the State to determine compliance with the State of Hawaii labor laws. Approval constitutes a certificate of compliance with labor laws based on information available to the Department as of the approval date.

THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

Facsimiles and copies of this approval form are proof of compliance.

FOR OFFICE USE ONLY		Department of Labor and Industrial Relations Approval Stamp
DLIR Log No.	Date Received	

This certificate is valid for **SIX (6) MONTHS** from the approval date.



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**INSTRUCTION SHEET FOR FORM LIR#27 APPLICATION FOR
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

Purpose

The State and County Government Purchasing Offices require vendors to submit a completed copy of this certificate. **Page 1 of this application becomes the Certificate of Approval.** Facsimiles and copies of this approval form are proof of compliance. This certificate applies to the Hawaii Unemployment Insurance, Workers' Compensation, Temporary Disability Insurance, and Prepaid Health Care programs.

Applications are available at the addresses below and can be downloaded from the Department of Labor and Industrial Relations' (DLIR) web site (www.hawaii.gov/labor). From the DLIR web site, Form LIR#27 is listed under the Unemployment Insurance Division and Disability Compensation Division.

DO NOT SUBMIT THIS PAGE

Approved, Not Applicable, or Pending certificates are valid for 6 months.

Date submitted to the DLIR _____ (for your use)
Allow up to a total of seven (7) business days for processing.

**FILING INSTRUCTIONS FOR THE
APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR
Form LIR#27 (Rev. 10/05)**

SUBMIT (mail, fax, or deliver) completed application only to the Department of Labor and Industrial Relations, Unemployment Insurance Division*.

*Unemployment Insurance Division
830 Punchbowl Street, Room 437
Honolulu, Hawaii 96813
Ph: (808) 586-8926
Fax: (808) 586-8929

INQUIRIES regarding the status of an application submitted seven (7) business days earlier should be directed to the Disability Compensation Division** (Workers' Compensation, Temporary Disability Insurance, and Prepaid Health programs).

**Disability Compensation Division
830 Punchbowl Street, Room 209
Honolulu, Hawaii 96813
Ph: (808) 586-9200
Fax: (808) 586-9206

The Approved, Not Applicable, or Pending certificate of approval will be faxed to the applicant by the Disability Compensation Division. Non-compliant applicants will receive Form LIR#27A instructing the applicant to contact the appropriate program(s).

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

EXHBIT D – HAWAII ADMINISTRATIVE RULES

resources and expertise available, or the ability to obtain them, in order to meet contractual requirements;

- (3) References for the determination of a satisfactory record of performance;
- (4) References for the determination of a satisfactory record of integrity;
- (5) Legal qualifications to contract with the State; and
- (6) Additional information necessary for a determination of responsibility. [Eff 12/15/95; comp 11/17/97; comp
APR 1 8 2005] (Auth: HRS §§103D-202, 103D-310) (Imp: HRS §103D-310)

§3-122-110 REPEALED. [R 7/25/02]

§3-122-111 Notice of intent to offer. (a) When required by the solicitation, a prospective offeror shall file a written notice of intent to offer, subject to the following:

- (1) The notice shall be received not less than ten days prior to the deadline for receipt of offers.
- (2) The notice may be submitted by facsimile, pursuant to section 3-122-9, and the date of receipt as evidenced by the procurement officer's transaction receiving report, shall determine timeliness of the notice.

(b) A notice of intent to offer may be waived in the case of a single offer when the procurement officer determines that acceptance is in the best interest of the public and the basis for the acceptance is explained in the written determination. [Eff and comp

APR 1 8 2005] (Auth: HRS §§103D-202, 103D-310)
(Imp: HRS §103D-310)

§3-122-112 Responsibility of offerors. (a) The offeror, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, 103D-303, 103D-304, 103D-305 or 103D-306, HRS, shall provide:

- (1) A tax clearance certificate from the department of taxation and the Internal Revenue Service, subject to section 103D-328,

HRS, current within six months of issuance date;

- (2) A certificate of compliance for chapters 383, 386, 392, and 393, HRS, from the department of labor and industrial relations, current within six months of issuance date; and

- (3) A certificate of good standing from the business registration division of the department of commerce and consumer affairs, current within six months of issuance date.

(b) In lieu of the above certificates, offeror may make available proof of compliance through a State Procurement Office designated certification process.

(c) For the purpose of this section, a business registered to do business in the State as a separate branch or division means a business that is required to be registered with the department of commerce and consumer affairs.

(d) All state and county procurement officers or agents shall withhold final payment of a contract made pursuant to sections 103D-302, 103D-303, 103D-304, or 103D-306, and shall not apply to any contract of less than \$25,000 or any contract entered into pursuant to section 103D-305 or 103D-307, until receipt of:

- (1) A tax clearance certificate from the director of taxation and the Internal Revenue Service, subject to section 103D-328, HRS, current within two months of issuance date; and a certification from the contractor affirming that the contractor has, as applicable, remained in compliance with all laws as required by this section. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS; or

- (2) Proof of compliance as provided in subsection (b).

(e) This section shall not apply to any contract to the extent it jeopardizes federal funding. [Eff and comp APR 18 2005] (Auth: HRS §§103D-202, 103D-310) (Imp: HRS §103D-310)

§§3-122-113 to 3-122-115 (Reserved).

SUBCHAPTER 14

STATE OF HAWAII

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM
“NATURAL ENERGY LABORATORY OF HAWAII AUTHORITY”

“SECURITY SERVICES”

SOLICITATION No. IFB-06-14-NELHA

EXHIBIT E – CERTIFICATE FOR FINAL PAYMENT (SPO FORM 22)

Reference: _____ (Contract Number) _____ (IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its
debarment from future awards of contracts.

Date: _____